

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

E.A., by and through his Guardian ad Litem
CRYSTAL WARREN; D.J., by and through
his Guardian ad Litem IRENE JOW; and
G.L., by and through his Guardian ad Litem
GRACE LACUESTA,

Plaintiffs

V.

CLARK COUNTY SCHOOL DISTRICT,
JONATHAN CRONIN, JOHN ANZALONE,
MARBELLA ALFONZO,

Defendants

Case No. 2:22-cv-01758-APG-MDC

**ERRATA TO ECF 78: ORDER
GRANTING VERIFIED PETITION OF
COMPROMISE OF CLAIM OF PERSON
UNDER GUARDIANSHIP AD LITEM
AND ESTABLISHMENT OF SPECIAL
NEEDS TRUST OF E.A.**

[ECF No. 75]

11 Plaintiff E.A., a minor, through his Guardian ad Litem Chrystal Warren, filed a Verified
12 Petition to compromise his claims in this case. ECF No. 74. I granted the Petition. ECF No. 78.
13 However, . On November 25, 2024, the Court entered the Order Granting E.A.'s Petition,
14 however my order contained a typographical error on page 2, line 3, and the amount stated on
15 that line should read <\$495,239.73>. I hereby correct ECF 78 as follows:

a. I approve the compromise of the claim as set out in the Petition.

b. The Clark County School District (CCSD) will pay **\$1,075,000.00** to settle E.A.'s within 30 days of the entry of this Order, to be distributed as follows:

i. A check in the amount of **\$579,760.27** payable to E.A., by and through his Guardian ad Litem Warren, and his Attorney. Those funds will be distributed as follows:

A. **\$92,147.32** for case costs,¹

¹ See Exhibit 2 to the Petition.

- B. **\$327,617.56** for attorneys' fees,² and
- C. **\$159,995.39** directly to the Trust.³

ii. A check in the amount of **\$495,239.73** payable to Prudential Assigned Settlement Services Corporation to fund the future periodic payments for the benefit of E.A., through an annuity policy issued by The Prudential Insurance Company of America, rated A+XV by AM Best, as follows:

- A. Periodic payments to Legacy Enhancement Trust FBO E.A.
(Payee) made according to the Schedule of Payments as follows:
- B. \$2,058.53 payable monthly, guaranteed for 60 years and 6 months,
starting on 01/01/2025 with the last guaranteed payment on
06/01/2085.
- C. Assignment: The obligation to make these periodic payments may
be assigned to Prudential Assigned Settlement Services
Corporation and funded by an annuity contract issued by The
Prudential Insurance Company of America, rated A+ by AM Best.

The future payment amounts outlined above are guaranteed based upon a projected annuity purchase date of November 8, 2024. Any delay in funding the annuity may result in a delay of the payment dates or change in payment amounts and shall be accurately recorded in the settlement agreement and release, qualified assignment document, and annuity contract without the need of obtaining an amended court order up to 90 days after the original purchase date. The law firm of Walkup, Melodia, Kelly & Schoenberger will thereafter make payment of the net

$|^2 Id.$

³ See Exhibits 1, 3, and 4 to the Petition.

1 upfront cash due, anticipated to be **\$159,995.39** after payment of litigation fees and attorney's
2 costs, directly to the Trust.

3 c. I approve the Settlement Agreement and Release attached to the Petition as
4 Exhibit 1.

5 d. I approve the creation and funding of the Legacy Enhancement Trust FBO E.A.,
6 per the terms in Exhibit 3 and Exhibit 4 to the Petition. Legacy Enhancement is authorized and
7 directed to execute any documents necessary to establish the Legacy Enhancement Trust FBO
8 E.A. and to establish accounts on behalf of E.A.

9 e. Warren, as E.A.'s Guardian ad Litem, is authorized to approve and execute any
10 necessary documents, including releases, on E.A.'s behalf to finalize this matter.

11|| f. The filing of a complete copy of E.A.'s medical records is waived.

12 g. The Trustee of the Legacy Enhancement Trust FBO E.A. shall not be required to
13 post a bond or surety in this or any other jurisdiction.

14 DATED this 3rd day of December, 2024.

ANDREW P. GORDON
CHIEF UNITED STATES DISTRICT JUDGE